ITEM NO. 0204213A - HANDLING CONTAMINATED GROUNDWATER

Description:

Under this Item, the Contractor shall collect, manage, treat, and dispose of contaminated groundwater generated during dewatering operations within the Project limits.

Contaminated groundwater is defined as “groundwater which has been generated from excavations within the Project limits containing substances at concentrations that exceed the effluent limits for the CT DEEP General Permit for the Discharge of Groundwater Remediation Wastewater Directly to Surface Water”.The presence of contaminants removable through control of settleable solids does not constitute contaminated groundwater. Groundwater contamination caused by the Contractor’s activities or work practices is also not considered contaminated groundwater.

The contamination and groundwater depth at the time of the investigation is documented in the reports listed in the “Notice to Contractor – Environmental Investigations”. Contaminants and depth to groundwater is provided for the Contractor’s information and may be influenced by factors such as seasonal groundwater table changes, tidal changes, drought or flooding conditions, local withdrawals from the aquifer, local construction, etc. Additional information with regard to soil descriptions and groundwater observations may also be available if geotechnical investigations were conducted for the project. The Contractor shall contain contaminated groundwater and 1) treat it on-site prior to discharge to sanitary sewer; 2) treat it on-site prior to discharge to surface water; or 3) transport water to an off-site treatment/disposal facility.

This Item does not apply to the possible diversion of existing storm water flow around the construction site during Project activities. Diversion of existing storm water or surface flows shall be completed in accordance with the Contract and all applicable permits. This item also does not include process water or wastewater generated by the Contractor’s work activities.

Construction Methods:

A. General

It is the Contractor’s responsibility to determine the expected groundwater generation rate from construction activities, select the appropriate groundwater management method, and size its system capacity to meet those dewatering needs.

All equipment required as a part of this Item shall be installed in a location and manner acceptable to the Engineer and in accordance with the manufacturer’s recommendations. Equipment shall be decontaminated prior to arrival at the Project, decontaminated prior to being moved to another area of the project, and then decontaminated before it leaves the Project, at no additional cost to the State. Solids (soil or sediment) generated by on-site dewatering activities shall be brought to the Waste Stockpile Area (WSA) for testing and characterization by the Engineer.

The Contractor is responsible for operating and maintaining the equipment at all times when dewatering occurs. This includes providing appropriate supervision during evenings, weekends, and holidays. If the system is intended to operate unattended, a remote alarm system acceptable to the Engineer shall be installed to monitor critical system operating parameters and the Contractor shall be responsible for providing rapid emergency response during non-working hours in the event a system malfunction occurs. A list of names and phone numbers shall be displayed in the immediate vicinity of the system for emergency contacts.

The Contractor shall report releases from the groundwater treatment system due to overfilling or equipment/piping failure to the CT DEEP Spill Response Unit in accordance with RCSA 22a-450 and provide the Engineer with all information, including the CT DEEP case number. All costs related to spill response associated with the Contractor’s on-site containment or treatment system will be the responsibility of the Contractor.

The Contractor shall collect all samples related to permit compliance in the presence of the Engineer. The Contractor shall provide informational copies of all groundwater analytical results and discharge monitoring reports to the Engineer as they are generated.

The Contractor shall operate the dewatering equipment at a rate that removes the groundwater that naturally infiltrates the excavation. The Contractor shall not cause a hydraulic gradient that draws groundwater into the excavation at an excessive rate. Additional treatment required due to the mobilization of off-site contaminants caused by the Contractor dewatering at an excessive rate will be the responsibility of the Contractor.

Additional treatment related to the Contractor’s work activities (i.e. treatment or increased charges due to changes in pH or introduction of different contaminants into the groundwater) and management and disposal of excess water related to the Contractor’s process water or waste water will not be included under this item but will be considered a part of the Contractor’s cost for the item under which the work is being performed.

B. Groundwater Management Methods

The Contractor shall use one or more of the following methods for the management and disposal of contaminated groundwater. Based on project specifics and site constraints, the Contractor may choose to use more than one of the following methods on a single project. All methods may not be possible at the site due to sanitary sewer or permitting restrictions.

1. On-Site Treatment System with Discharge to Sanitary Sewer
2. Contractor Submittals

At least 14 days prior to any submittal to the Publicly Owned Treatment Works (POTW) or CT DEEP, the Contractor shall submit the treatment system design, which has been sealed by a Professional Engineer licensed in the State of Connecticut to the Engineer for review and comment. Equipment shall prevent sediments and solids, as well as contaminants in excess of the permit allowable effluent concentrations, from entering the sanitary sewer. This submittal shall include a schematic or diagram that shows all treatment system equipment, well point locations, pump set-ups in excavations, sedimentation control methods, system location, method of conveyance, flow rates, pipe sizes, valve locations, sampling ports, discharge locations, electrical power connection, etc.

The Contractor shall submit the manufacturer’s data sheets, assembly details and performance data on all treatment equipment. If dewatering equipment is to remain on site between October 15 and April 15, the Contractor shall include its method to prevent the treatment system equipment from freezing (heat tape, immersion heaters, etc.).

The Contractor shall detail its method to collect and contain water in its excavations. The Contractor shall also describe in detail its methods for limiting the quantity of water entering the excavation, including shoring, location of well points, limiting excavation size, preventing entry of surface water into the excavation, etc. The Contractor shall also include its assumptions and flow rate calculations related to the sizing of the system.

It is the Contractor’s responsibility to design and properly size the system to accommodate the anticipated contaminants and dewatering rates based on its construction activities, POTW limitations, and permit requirements. The Contractor is alerted that construction activities may be limited based on permit restrictions or POTW limitations.

**No claim for delay or request for additional time will be considered based upon the Contractor’s failure to accommodate the review process.**

1. Permits

Groundwater generated by construction activities within the Project limits shall be appropriately treated and discharged to the sanitary sewer system within Project limits. Management and discharge of contaminated groundwater shall be accomplished in accordance with a CT DEEP General Permit and POTW requirements. The Contractor shall be responsible for registering under the General Permit, any other necessary State or local permits, and all associated fees.

The CT DEEP General Permit for the Discharge of Groundwater Remediation Wastewater to Sanitary Sewer is available at [www.ct.gov/deep](http://www.ct.gov/deep). The Contractor shall submit the most current permit registration form to the CT DEEP. A minimum lead-time of six (6) weeks can be expected to process and submit the registration, in addition to coordination time with the POTW. **No claim for delay or request for additional time will be considered based upon the Contractor’s failure to accommodate the permitting process.** The Contractor shall not submit the permit registration to the DEP prior to the Engineer’s review of and comment on the treatment system.

The Contractor shall submit a copy of the CT DEEP permit certificate of registration to the Engineer prior to initiating any discharge.

All testing required by the general permit shall be conducted by a laboratory certified by the Connecticut Department of Public Health (DPH) for the method specified in the permit. The Contractor shall submit copies of the analytical results to the all parties specified in the permit terms and conditions and to the Engineer.

**No claim for delay or request for additional time will be considered based upon the Contractor’s failure to design a system to meet this performance specification.** It is the Contractor’s responsibility to properly size the treatment system and temporary containment tanks based on its anticipated flow rates from construction activities and to determine the level of treatment required to meet permit discharge limits.

1. Treatment System Operation

The Contractor shall ensure that all personnel involved in the groundwater treatment operations understand the terms of the General Permit. In the event of a conflict between the requirements of the Contract and the permit, the more stringent will apply.

The Contractor shall not commence work activities below the groundwater table within the Project limits until such time as:

i. the temporary groundwater treatment system design is reviewed by the Engineer and comments are adequately addressed,

ii. the system is installed in accordance with the accepted design and is completely operational, and

iii. a copy of the Contractor’s permit certificate of registration has been submitted to the Engineer.

The Contractor shall make any sanitary sewer tie-in modifications necessary to accommodate the treatment unit only after obtaining approval from the Engineer and the POTW.

The Contractor shall take all meter readings required by the permit and forward them to the appropriate parties.

The Contractor shall collect all samples related to permit compliance in the presence of the Engineer and shall submit copies of the analytical results and discharge monitoring reports to the appropriate agency(ies) as required by the General Permit terms and conditions. The Contractor shall provide informational copies of all analytical results and discharge monitoring reports to the Engineer as they are generated. In the event of an exceedance, the Contractor shall immediately comply with the “***Duty to Correct, Record, and Report Violations***” section of the General Permit. The Contractor shall provide the Engineer a copy of the required CT DEEP reporting and then document its review of the treatment system and all actions taken to correct the exceedance in writing to the Engineer within 48 hours of receiving laboratory data documenting the exceedance.

If the discharge must be suspended due to an effluent violation, the Contractor shall only restart the discharge after obtaining all necessary approvals from the CT DEEP/POTW and in full compliance with the General Permit and any amendments imposed thereto.

**No claim for delay, request for additional time, or request for additional design/redesign costs for the system will be considered based upon the Contractor’s failure to design/redesign a system to meet this performance specification.**

2. On-Site Treatment System with Discharge to Surface Water

1. Contractor Submittals

At least 14 days prior to any submittal to the CT DEEP, the Contractor shall submit the treatment system design, which has been sealed by a Professional Engineer licensed in the State of Connecticut, to the Engineer for review and comment. Equipment shall prevent sediments and solids, as well as contaminants in excess of the permit allowable effluent concentrations, from discharging. This submittal shall include a schematic or diagram that shows all treatment system equipment, well point locations, pump set-ups in excavations, sedimentation control methods, system location, method of conveyance, flow rates, pipe sizes, valve locations, sampling ports, discharge locations, electrical power connection, etc.

The Contractor shall submit the manufacturer’s data sheets, assembly details and performance data on all treatment equipment. If dewatering equipment is to remain on site between October 15 and April 15, the Contractor shall include its method to prevent the treatment system equipment from freezing (heat tape, immersion heaters, etc.).

The Contractor shall detail its method to collect and contain water in its excavations. The Contractor shall also describe in detail its methods for limiting the quantity of water entering the excavation, including shoring, location of well points, limiting excavation size, preventing entry of surface water into the excavation, etc. The Contractor shall also include its assumptions and flow rate calculations related to the sizing of the system.

It is the Contractor’s responsibility to design and properly size the system to accommodate the anticipated contaminants and dewatering rates based on its construction activities and permit requirements. The Contractor is alerted that construction activities may be limited based on permit restrictions.

**No claim for delay or request for additional time will be considered based upon the Contractor’s failure to accommodate the review process.**

1. Permits

Groundwater generated by construction activities within the Project limits shall be appropriately treated and discharged to surface water within Project limits. Management and discharge of contaminated groundwater shall be accomplished in accordance with a CT DEEP General Permit. The Contractor shall be responsible for registering under the General Permit and all associated fees.

The CT DEEP General Permit for the Discharge of Groundwater Remediation Wastewater Directly to Surface Water is available at [www.ct.gov/deep](http://www.ct.gov/deep). The Contractor shall submit the most current permit registration form to the CT DEEP. A minimum lead-time of six (6) weeks can be expected to process and submit the registration. **No claim for delay or request for additional time will be considered based upon the Contractor’s failure to accommodate the permitting process.** The Contractor shall not submit the permit registration to the CT DEEP prior to review of and comment on the treatment system by the Engineer.

The Contractor shall submit a copy of the CT DEEP permit certificate of registration to the Engineer prior to initiating any discharge.

All testing required by the General Permit shall be conducted by a laboratory certified by the Connecticut Department of Public Health (DPH) for the method specified in the permit. The Contractor shall submit copies of the analytical results to the all parties specified in the permit terms and conditions and to the Engineer.

**No claim for delay or request for additional time will be considered based upon the Contractor’s failure to design a system to meet this performance specification.**  It is the Contractor’s responsibility to properly size the treatment system and temporary containment tanks based on its anticipated flow rates from construction activities and to determine the level of treatment required to meet permit discharge limits.

For sites where the receiving water body does not qualify the site for registration under the CT DEEP General Permit for the Discharge of Groundwater Remediation Wastewater Directly to Surface Water and the discharge is anticipated to continue for 30 days or less, the Contractor may qualify for a CT DEEP Temporary Authorization (TA) to discharge to surface water. The Contractor will be bound to the terms and conditions of the TA the same as if it were a permit. If the Contractor applies for, and receives, a TA from the CT DEEP, all other requirements of this specification will apply, except that where the specification refers to a permit, the TA will be substituted.

1. Treatment System Operation

The Contractor shall ensure that all personnel involved in the groundwater treatment operations understand the terms of the General Permit. In the event of a conflict between the requirements of this Item and the permit, the more stringent will apply.

The Contractor shall not commence work activities below the water table within the Project limits until such time as:

i. the temporary groundwater treatment system design is reviewed by the Engineer and comments are adequately addressed,

ii. the system is installed in accordance with the accepted design and is completely operational, and

iii. a copy of the Contractor’s permit certificate of registration has been submitted to the Engineer.

The Contractor shall take all meter readings required by the permit and forward them to the appropriate parties.

The Contractor shall submit copies of the analytical results and discharge monitoring reports to the appropriate agency(ies) as required by the General Permit terms and conditions. The Contractor shall provide informational copies of all analytical results and discharge monitoring reports to the Engineer as they are generated. In the event of an exceedance, the Contractor shall immediately comply with the “***Duty to Correct, Record, and Report Violations***” section of the General Permit. The Contractor shall provide the Engineer a copy of the required CT DEEP reporting and then document its review of the treatment system and all actions taken to correct the exceedance in writing to the Engineer within 48 hours of receiving laboratory data documenting the exceedance.

If the discharge must be suspended due to an effluent violation, the Contractor shall only restart the discharge after obtaining all necessary approvals from the CT DEEP and in full compliance with the General Permit and any amendments imposed thereto.

**No claim for delay, request for additional time, or request for additional design/redesign costs for the system will be considered based upon the Contractor’s failure to design/redesign a system to meet this performance specification.**

3. Off-Site Treatment and Disposal

At least 14 days prior to any work involving the dewatering of contaminated groundwater, the Contractor shall submit for the Engineer’s review and comment its proposed system to collect and contain the contaminated groundwater. This submittal shall include schematics of proposed pump set-ups in excavations; sedimentation control measures; probable location of temporary containment tanks; schematics of proposed method to transfer liquids from temporary containment tanks to transport vehicles; schematic of proposed method to off-load liquids at the off-site permitted treatment/disposal facility; documentation that transport vehicles hold a “Waste Transportation Permit” for contaminated liquids per CGS 22a-454; and the name of the disposal facility from the following list of Department-approved and CT DEEP-permitted treatment facilities for State-regulated liquid disposal:

Clean Harbors of CT

51 Broderick Rd.

Bristol, CT 06010

Tradebe Environmental Services, LLC

50 Cross St.

Bridgeport, CT 06610

(203)238-6754

Tradebe Environmental Services, LLC

Gracey Avenue

Meriden, CT 06450

(203)238-6754

All testing required to meet facility acceptance parameters shall be conducted by the Contractor in the presence of the Engineer. The Contractor is hereby notified that laboratory turnaround time is expected to be fifteen (15) working days. The Contractor shall provide informational copies of the laboratory results to the Engineer. **No delay claim will be considered based upon the Contractor’s failure to accommodate the laboratory turnaround time as identified above or to design its system with sufficient holding capacity to accommodate this requirement.**

The Contractor shall obtain and complete all paperwork necessary to arrange for disposal of the contaminated groundwater (such as disposal facility waste profile sheets). It is solely the Contractor’s responsibility to coordinate the disposal with its selected facility. Upon receipt of the final approval from the facility, the Contractor shall arrange for the loading, transport and disposal in accordance with all Federal and State regulations. **No claim will be considered based on the failure of the Contractor’s selected disposal facility(s) to meet the Contractor’s production rate or for the Contractor’s failure to select sufficient facilities to meet its production rate.**

The Contractor will be responsible for the cleaning of the water treatment system and the disposal of the entire shipment as the Hazardous Waste Generator for water that undergoes a change in waste classification due to the Contractor’s work activities or processes (i.e. contaminated groundwater being classified characteristically hazardous for pH due to grouting operations).

Method of Measurement:

Within fourteen (14) calendar days after addressing the Engineer’s comments on the proposed system(s) for Handling Contaminated Groundwater, the Contractor shall submit to the Engineer for approval a cost breakdown of its lump sum bid price. The submission must include substantiation showing that the cost breakdown submitted is reasonable based on the Contractor's lump sum bid. The cost breakdown shall be in accordance with the following payment schedule:

1. The cost to prepare the design for proposed system(s) for Handling Contaminated Groundwater, including preparation and submittal of all permit registration applications, in accordance with these specifications. Design costs shall not exceed 10% of the total cost of the item.
2. The procurement and installation cost for the proposed system(s) for Handling Contaminated Groundwater in accordance with these specifications. Procurement and installation costs shall not exceed 20% of the total cost of the item.
3. Equipment decontamination and demobilization and restoration of site. Decontamination and demobilization costs shall not exceed 10% of the total cost of the item.
4. The remaining costs for operation, monitoring, permit compliance, sampling and analysis, disposal costs, and maintenance of the proposed system(s), including cleaning of the temporary containment tanks of settled solids, replacement of carbon filters, transporting of solids to the WSA, and transportation of the contaminated dewatering wastewater to an off-site permitted treatment/disposal facility in accordance with these specifications shall be divided evenly throughout the duration of the project work involving contaminated groundwater at the discretion of the Engineer.

Increased costs directly related to the Contractor’s operation (i.e. treatment or increased charges due to changes in pH or additional contaminants, treatment and disposal of excess water related to process or waste water, etc.) will not be paid under this item but will be considered a part of the Contractor’s cost for the item under which the work is being performed.

Basis of Payment:

This work will be paid for at the Contract lump sum price for “Handling Contaminated Groundwater” which price shall include: all work and materials involved with handling contaminated groundwater from within the Project limits and shall include all equipment, materials, tools and labor incidental to removal of the contaminated groundwater from the excavation; conveying contaminated groundwater from the dewatering point to the temporary containment tanks and groundwater treatment facility; treatment; conveying discharge of contaminated wastewater to a sanitary sewer, surface water or off-site disposal at a permitted treatment/disposal facility (including transportation); disposal or recycling of used treatment media (i.e. bag filters and spent carbon); permit applications; disposal and permit fees; POTW fees; electrical costs; sampling and documentation costs; laboratory costs; design and monitoring; mobilization, operation, and maintenance of the system; site work; all required equipment decontamination; transportation of solids to the WSA; and equipment demobilization.

Sedimentation control associated with work under this Item will be paid under the appropriate items of the Contract.

Pay Item Pay Unit

Handling Contaminated Groundwater Lump Sum